



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: JULY 13, 2006

Invitation to Bid (ITB) Title: **Loader, Wheeled, Waste Handler, 28,000 lb**

ITB Number: **13112-AAB**

Due Date: **August 8, 2006 – 2:00 P.M.**

Buyer: **Amon Billups, amon.billups@metrokc.gov, 206-263-4270**

Furnishing new current model, Wheel Loader, 28,000 lb operating weight with Waste Handling Package, in accordance with the attached instructions, requirements and specifications.

Total Bid Price: \$ _____

Pre-Bid Conference

Date: July 25, 2006

Time: 9:00 A.M.

Location: King County Procurement
Services Section, 821 – 2nd Ave, 8th Fl ,
East Conference Rm, Seattle, WA , 98104

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday – Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered _____ to _____** have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

SEDB/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Bid Submittal Procedure

The **original and (1) copy** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.2 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access **Contact Us > > Registration Form**. Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.3 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.4 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.5 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.6 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.7 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.8 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.9 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.10 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.11 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.12 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.13 Bid effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.14 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an

appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.15 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less than twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Equal Benefit Worksheet and Declaration Form:](#)
- [Personnel Inventory Report](#)^:
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity](#)^:
- [Statement of Compliance – Union or Employee Referral Agency Statement](#)^:
- [Internal Revenue Service Form W-9](#) *
- *If not on file with the County

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has

been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind,

delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision.

SECTION 4 Specific Contractual Terms & Conditions

4.1 FUTURE REPURCHASE AGREEMENT

The Contractor hereby guarantees to repurchase (buy back) the Wheel Loader(s) from King County at any time before the end of the third (3rd) year after the equipment acceptance date or six thousand (6,000) operating hours, whichever occurs first. The Contractor also agrees to repurchase the Wheel Loader(s) from King County at any time prior to one (1) year after the delivery date or six thousand (6,000) hours of equipment use, whichever occurs first, at 1.5 times the three (3) year/ six thousand (6,000) hour guaranteed repurchase price. The seller shall pay the amount guaranteed, in cash, within thirty (30) days after written notification of the County's desire to sell the excavator.

King County reserves the right to resell the Wheel Loader(s) as stated in the Repurchase Agreement, or to sell to others, or to retain ownership in accordance with its best interest.

In the event that the equipment subject to the Repurchase Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the damage is beyond economical repair, and is considered a total loss because the cost of repairs exceeds the guaranteed repurchase price, then the Contractor is released from this obligation relating to the Guaranteed Repurchase.

The location of the equipment at time of Guaranteed Repurchase shall be the same as the original delivery location.

4.2 PERFORMANCE BOND

The Contractor shall furnish a performance bond(s) that will guarantee the amount of the repurchase price offered. Performance bond(s) shall be held in force for the entire three (3) year repurchase period. A copy with the required language is attached for your convenience.

4.3 LIQUIDATED DAMAGES

- A. Liquidated Damages: All time limits stated in the Purchase Order are of the essence. Should the delivery not be completed on or before the time stipulated, it is mutually agreed by and between the successful awardee and the County of King that:

A delay would seriously affect the public and the operation of King County; that a reduction in the unit price of \$100.00 per calendar day for each and every day for each unit which exceeds the delivery time set forth in the Purchase Order is the nearest measure of damages for each delay that can be fixed at this time; therefore, the County and the successful awardee hereby establish said reduction in the unit price of \$100.00 per calendar day for each and every day of delay for each unit as liquidated damages and not as a penalty or forfeiture for the breach of agreement to complete delivery by the successful awardee on or before the time specified in the Purchase Order.

- B. Should the successful awardee be obstructed or delayed in completing delivery or by any default, act or omission of the County, or by strikes, fires, act of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by the County and the successful awardee. Shall there be insufficient time to grant such extensions prior to completion date of the contract, the County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of same.
- C. If normal delivery time is increased by ordering any option, please show increase in delivery time adjacent to option description.

4.3 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.6 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4.7 ACCEPTANCE

A letter will be generated within seven days following delivery of the Wheel loader stating acceptance/non-acceptance of the Wheel loader by the King County Solid Waste Division.

After correction of the noted deficiencies, the County shall be notified, in writing, of the date of correction and the deficiencies corrected. The acceptance procedure will start over.

No part or parts defective in construction or deficient in any of the requirements of these specifications will be considered as being accepted in consequence of the failure of any employee of King County to point out said defects prior to acceptance of the equipment by King County.

SECTION 5 - Technical Specifications

5.1 General Requirements

- A. These specifications cover new Wheel loader of current manufacture, which will meet or exceed the following requirements. The Wheel loader, as delivered, shall be designed and built in compliance with all applicable local, Washington State, and Federal regulations.
- B. Compliance with Specifications

To be eligible for award, bidders shall indicate whether the Wheel loader they are offering meets, exceeds or deviates from the specifications in the space adjacent to each item. Bidders shall insert a detailed description of the Wheel loader offered in the space provided for each item in the vehicle specifications if it varies in any way. Attach additional sheets if more space is needed.
- C. Alternatives

Substitutions will not be allowed on items called out by brand name. King County reserves the right to reject or accept deviations to these specifications in accordance with its best interest.
- D. Intended Use

The waste handling Wheel loader will be used at the Vashon Island or Enumclaw transfer stations. The Wheel loader will work on the pit floor where the garbage is dumped, scooped-up and dropped in the hopper. The hopper is located overhead at Vashon and in ground at Enumclaw.

Bidders are encouraged to visit the transfer station where the Wheel loader will be operating, to become familiar with the working conditions. Please contact Frank van der Linden, 206-205-7154, Mike Parker 206-205-7181 or Terry Brown 206-296-0481 for an appointment.
- E. Safety

The Wheel loader as delivered shall be constructed in compliance with all applicable local, Washington State and Federal regulations. The Wheel loader shall comply with all applicable Federal (O.S.H.A.) and Washington State (W.S.H.A.) safety regulations.
- F. Standard Equipment /Descriptive Materials

The Wheel loader offered shall include all of the manufacturer's standard equipment for the model offered in addition to the items required by the specifications.
- G. Documents To Be Sent With Equipment

The following shall be sent with the Wheel loader. The equipment will not be considered received and the invoice will not be processed without receipt of all documents.

 - 1. Manufacturer's Statement of Origin
 - 2. Certificate of Pre-delivery Service
 - 3. Warranty (Extended warranty certificates, if applicable)
 - 4. Operators Manual

H. Dealer Identification

Dealer's name shall not appear on the Wheel loader.

I. Pre-Delivery Servicing

1. The Wheel loader will not be accepted without repair of damage sustained during shipment. Wipers, lights, heater, etc. shall operate. It shall be the Contractors responsibility to remedy any defects or shortages before delivery or acceptance of the equipment by King County.
2. The Wheel loader shall be delivered in "clean" condition to assure body "in transit" damage would be visible.
3. Pre-delivery service work shall be done locally, not at the factory.
4. The Wheel loader shall be delivered completely serviced, inspected and checked, in accordance with the following service requirements:
 - a. General appearance of interior and exterior for completeness and quality of workmanship.
 - b. Lubrication and fluid levels and correcting any leaks:
 - (1) Radiator.
 - (2) Battery.
 - (3) Engine oil.
 - (4) Hydraulic oil.
 - (5) Transmission oil.
 - (6) Differential.
 - c. Mechanical operation of equipment
 - (1) Steering.
 - (2) Seat belt operative.
 - (3) All locks and latches operative.
 - (4) Proper adjustments to all drive belts.
 - (5) Proper adjustment to engine fuel system, timing, and throttle linkage.
 - d. A check of all electrical operations to include:
 - (1) Interior and exterior lights.
 - (2) Temperature.
 - (3) Alternator.
 - (4) Oil pressure.
5. County personnel will inspect the Wheel loader at the dealership/manufacturer prior to final delivery to King County.

J. Parts And Service

1. Service Capability:

To be eligible to award, bidders shall have facilities, skilled and trained personnel, equipment and parts available to completely service, maintain, overhaul and repair the equipment offered within a fifty (50) mile radius of the delivery location. King County Solid Waste personnel will perform minor repairs, at the King County Solid Waste facility, 16645 228th Ave. SE. Maple Valley, WA 98038-6209. Indicate service facility below:

Company: _____

Address: _____

Telephone No. : () _____

2. Parts Availability:

The Contractor shall maintain an adequate stock of normal replacement parts and shall make deliveries within forty eight (48) hours when requested. The Contractor shall absorb all shipping costs to provide this 48-hour delivery of normal replacement parts.

3. Pricing:

The Contractor and manufacturer shall guarantee that parts prices will be as low as such parts are sold to any other user purchasing similar quantities under similar terms and conditions, and that if at any time the prices are reduced or increased to the general trade, it is understood that King County shall not pay a higher price than any other user purchasing similar quantities under similar terms and conditions, effective with the date of such price reduction or increase to the general trade.

4. Downtime Assessment :

An assessment of \$ 100.00 per day, or part thereof, that exceeds the time periods stated below, will be assessed and used as a credit towards any parts purchased by the Division through the Contractor. This assessment is to remain in effect through the warranty period:

- a. Items normally covered under the extended engine, transmission, and rear end warranty: 5 days. (120 hours)
- b. All other items: 3 days (72 hours)

Time is calculated, in whole hours, from the time the Contractor is notified by telephone of the problem, until the time the vehicle is returned to the Cedar Hills Regional Landfill ready to operate (excluding Saturday, Sunday, and holidays). For example, if the shop contacts the Contractor by telephone, on Thursday at 3:00 PM, of a unit with a broken exhaust stud, the unit shall be repaired and ready for normal operation, at the Cedar Hills Regional Landfill, by 3:00 PM the following Thursday (Tuesday if an alternator failure).

K. Maintenance Items Locations

1. Prior to award, the apparent low bidder will meet, at the delivery location, and come to agreement with the Solid Waste Division on placement and location of the following items:
 - a. Oil Filter
 - b. Battery disconnect switch
 - c. Fire extinguisher system.
 - d. Wiggins engine oil evacuation system.
 - e. Wiggins hydraulic tank oil evacuation system.
 - f. Engine oil sample nipple.
 - g. Wiggins fast fuel system.

Failure to reach a no cost increase agreement will result in considering the bid non-responsive.

L. Warranty

1. The Contractor hereby warrants itself that for a period of one (1) year from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship. The warranty shall include all components of the vehicle regardless of whether these components were built by the vehicle manufacturer or outside supplier.

2. The basic Wheel loader warranty shall be 12 months/ 1500 hours.
3. King County may avail itself of the manufacturer's standard warranty if more beneficial to the County.
4. There shall be a clear and concise statement of the terms and conditions of the warranty including the period and extent of coverage for all defects in material workmanship and design.
5. Warranty Repair Costs:
 - a. Contractor shall furnish to King County Solid Waste Division no-charge invoices for all work performed under the warranty described in these specifications. Each invoice shall itemize parts used and show labor charges.
6. King County Solid Waste personnel will perform minor warranty repairs at Solid Waste's maintenance facility at 16645 - 228th Ave. SE. Maple Valley, WA 98038-6209.
7. The Contractor shall submit copies of applicable warranties upon request by the County.

M. Training

The following training shall be included in the bid price. Manufacturers approved factory training, conducted by professional instructor proficient in the operation of the vehicle, for minimum two (2) technicians. Training shall cover all unit systems, maintenance, troubleshooting and diagnosis. Training date and location shall be scheduled and confirmed prior to delivery of equipment.

Training course outline shall be submitted with bid, no exceptions.

1. Mechanic Training: Four (4) hours of mechanic training shall be provided for each shift at the Cedar Hills shop (day and afternoon shift).
2. Driver Training: Four (4) hours of driver training shall be provided for each shift at the Vashon Island transfer station.

5.2 Specifications for Wheel Loader, Waste Handler, 28,000 lbs

Minimum Specifications	Comply	Deviate	Exceed
A. General.			
1. Unit shall be a new, current model year, that is the manufacturer's latest design and production, and include all standard equipment.			
2. Unit shall be equipped with four-wheel drive and articulated steering.			
3. Unit shall be equipped with a factory installed "Waste Handling Package".			
4. Unit will be used at the Vashon island transfer station.			
5. Engine and transmission shall be built by Wheel loader manufacturer.			
B. Operating weight.			
1. Approx. 28,000 lbs.			

Minimum Specifications	Comply	Deviate	Exceed
C. Dimensions (with 20.5 x 25 L2 tires)			
1. Cab height: 10ft.8in.			
2. Wheel base: 9ft.10in.			
3. Ground clearance: 1ft.6in.			
4. Bucket pin height at maximum height: 12ft.8in.			
5. Overall height bucket raised, bucket tilt back: 17ft.3in.			
6. Dump clearance at maximum lift and 45 degrees dump: 9ft.4in.			
7. Turning radius: 17ft.7in.outside, and 9ft.6in.inside.			
8. Wheel width with Setco air ride tires: 8ft.1in.			
9. The unit shall be delivered with Setco solid rubber air ride tires, and without air tires and rims.			
D. Engine.			
1. Horse power gross: minimum SAE 150.			
2. Diesel liquid cooled, four stroke six (6) cylinders, turbo charged. Electronically controlled direct injection fuel system.			
3. Engine shall be Tier 2, EPA certified and compliant 2006.			
4. The diesel engine shall use: B5 Ultra Low Sulfur diesel fuel. (B10 in 2007)			
5. Engine shall be equipped with a Wiggin's engine oil evacuation system. (ONC2A)			
6. Engine oil sample nipple.			
7. Fuel priming pump.			
8. Water separator.			
9. Extended Life Antifreeze. Texaco Long Life # 7998. (or equivalent meeting spec's)			
10. Air cleaner: Dry type with restriction indicator for service.			
11. Automatically activated reversible swing out cooling fan.			
12. Easy access for radiator and condenser cores cleaning.			
13. Auto shut-down system in case of loss of oil pressure, high coolant temperature, etc.			
14. Cooling system: Air-to-air intercooler.			
15. Fan: Hydrostatic electronically controlled.			
16. Easy to clean heavy duty radiator			

Minimum Specifications	Comply	Deviate	Exceed
E. Transmission.			
1. Full power shift with torque converter.			
2. Computer controlled electric shift. Four (4) speeds forward/reverse.			
3. Maximum speed forward/reverse: (with tires 20.5 R25 L2)			
1 st gear: 4.6 mph			
2 nd gear: 8.9 mph			
3 rd gear: 16.5 mph			
4 th gear: 27.3 mph			
4. Controls: single lever for speed and direction.			
F. Brakes.			
1. Shall meet SAE J1473 and ISO 3450-1996 standards.			
2. Service brakes: Shall be four-wheel, hydraulic wet-disc fully sealed, self adjusting, dual-circuit system.			
3. Parking brake with parking brake alarm. (audible)			
4. Brake wear indicator for each wheel.			
G. Hydraulic system.			
1. Loader shall feature four positions: raise-hold lower and float.			
2. Loader shall be equipped with an adjustable automatic boom kick-out.			
3. Loader shall be equipped with an adjustable automatic bucket tilt kick-out.			
4. Cycle times: Raise, 5.3sec; Tilt, 1.3sec; Lower, empty 2.7sec; Total Cycle time, 9.3 sec.			
5. Wiggins hydraulic oil evacuation system			
6. The hydraulic tank shall be equipped with a sight gauge for fluid level check.			
7. Steering system: Load sensing hydrostatic articulated steering, no joy sticks.			
H. Axles/Final drives.			
1. Fixed front axle.			
2. Differential lock on front axle, limited slip rear axle.			
3. Planetary final drives in each wheel.			
4. Oscillating rear axle: 13 degrees.			

Minimum Specifications	Comply	Deviate	Exceed
I. Tires.			
1. Four (4) Setco, Air ride, solid tires. 20.5 x 25.			
J. Refuse Bucket pin-on, and loader linkage.			
1. Capacity: 4 cu. yd.			
2. Bolt-on rubber cutting edges (Schuyler) with 45 degree edge and two (2) heel pads.			
3. Bucket shall have a spill guard, designed for maximum visibility.			
a. Bucket width: Maximum 100 inches.			
b. Bucket with spill guard and rubber wear pads, height from floor to top of spill guard: 66 inches.			
4. The width of transfer station hopper at Vashon island: 122 inches.			
5. Loader linkage: Parallel linkage lift-arm design.			
K. Cab.			
1. Pressurized, with sound suppression and roll-over protective structure.			
2. Cab ventilation: air filter, for work in asbestos environment.			
3. Rear view mirror, inside and outside.			
4. Sound level in cab: Maximum 70dB. Sound level outside: Maximum 105 dB.			
5. Warning indicators: alternator, voltmeter, engine oil pressure, coolant temperature, fuel gauge, hydraulic oil temperature, hydraulic filter bypass, parking brake, service brake oil level, transmission oil temperature, transmission oil pressure, windshield washer/wiper.			
6. Horn.			
7. Hydraulic power steering. True center-point, frame articulation with locking bar/pin. Steering wheel.			
8. Hydraulic implement controls.			
9. Adjustable air suspension heated seat, with arm rest and retractable seat belts.			
10. Service hour meter.			
11. Steering wheel, seat, armrest, and lever console should be adjustable.			
12. Heater capacity: 37,500 Btu/hr.			
13. Air conditioning capacity: 27,300 Btu/hr. (Factory installed).			

Minimum Specifications	Comply	Deviate	Exceed
14. Access handrails and ladders.			
15. AM/FM/CD radio.			
16. Space to install and wire County radio.			
17. Interior lights.			
18. Wind shield wipers and washers, front and rear. Front intermittent.			
19. Lockable door.			
20. Defroster fan, front/rear.			
21. Audible back-up alarm.			
22. The unit shall be equipped with a fully enclosed cab meeting ROPS and FOPS standards per SAE J1040, J231 and J386.			
L. Auto-lube system.			
1. Factory installed auto-lube system.			
2. Auto-lube system shall use # 2 grease.			
3. All grease lines shall be protected from garbage.			
M. Fuel tank			
1. Capacity: 50 gal.			
2. Fuel tank shall be equipped with a Wiggin's fast fuel system.			
N. Waste handling package (factory installed)			
1. Wheel/Axle seal guards.			
2. Boom cylinder hose and tube guards.			
3. Protective guarding to cover grease tubes and zerks.			
4. Belly guards front/rear frame, protecting engine oil pan, transmission, fuel tank and hydraulic oil tank.			
5. Window guards, side, rear and front.			
6. Radiator grill guard.			
7. Swing doors for easy radiator and condenser cleaning. A/C condenser shall have air in-take protection screens.			
8. Air intake protection.			
9. Head lights and taillights guards.			
10. Steering cylinder guards and center hinge guards.			
11. Battery box, steel.			
12. Heavy-duty front frame cover plate.			

Minimum Specifications	Comply	Deviate	Exceed
13. Under cab guard.			
14. Automatically activated reversible cooling fan.			
15. Factory installed waste handling package.			
16. Fenders: front and rear.			
O. Electrical system.			
1. Voltage: 24V.			
2. Batteries: Two (2), 12 Volt.			
3. Alternator: Equipped with breather filter, 50 Amp.			
4. Starting motor: 5KW/24V.			
5. Lights: Turn signal lights – two (2) front and two (2) rear, Work lights – two (2) front (high/low beam) and two (2) rear, Stop and Taillights, Back-up lights.			
6. Rotating beacon, with turn-on/off switch.			
7. Unit shall be equipped with a computer controlled monitoring and diagnostics system. Data must be recorded and downloadable for service and diagnostics work. Indicator alert for operator when scheduled service work is to be performed.			
P. Safety devices.			
1. The equipment shall be equipped with all necessary safety devices as required by local, Washington State and Federal regulations.			
2. Fire extinguisher system: Two (2) Amarex Model 441, 10lb capacity, multi-purpose, with hose and horn, 4A60BC rated, mounted on quick release holders at the operators compartment.			
3. Ansul (dry) LTA 101-30, permanently installed, pressurized dry chemical type with nozzles strategically positioned in the engine compartment. Automatic release by thermal sensors and two (2) manual over-rides for activation and shut-off from inside cab and outside equipment frame.			
4. All service platforms and steps shall have anti-slip surfaces.			
Q. Operating and Maintenance manuals.			
The Contractor shall furnish copies as specified below of the following:			
1. Two (2) Operator and Maintenance manuals: giving full and complete information and instructions on operation and preventive maintenance of the vehicle.			

Minimum Specifications		Comply	Deviate	Exceed
2.	One (1) Service manual: Giving detailed instructions on the maintenance and repair/major overhaul of all components of the equipment, including electrical and hydraulic diagrams with proper identification in relationship to the as-built condition of the equipment. Preventive maintenance schedules and procedures for components subject to heavy wear to be included.			
3.	Two (2) Parts List: To identify all equipment components, including all purchased items. This identification shall be by nomenclature and description or exploded view drawings related to the equipment manufacturer's part number.			
4.	Two (2) Parts catalog: Identifying components, including all purchased items.			

SECTION 6 - Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

6.2 Delivery

Delivery is required as soon as possible and not later than one hundred eighty (180) days after verbal placement of an order. Bidders shall state the number of days in which they will guarantee delivery after receipt of order. Bid prices shall include delivery, FOB destination, to the following location.

King County Solid Waste Division
16645 – 228th Ave SE, Cedar Hills Landfill
Maple Valley, WA 98038
Attn: Frank VanDerLinden
Delivery Hours/Days: 7:30 AM – 3:30 PM, Monday - Friday

Unless special arrangements are made, the Wheel loader shall be delivered only during the hours stated above. Deliveries shall be coordinated with the purchaser at least 24 hours in advance and scheduled for a mutual agreeable time. Equipment delivered without prior notice may be rejected, requiring a second delivery at the Contractor's expense. The Wheel loader shall not be left unattended at destination or delivered during non-business hours/days unless expressly approved in advance by the costumer.

The Wheel loader shall be tested and approved prior to delivery, and all records of same shall be submitted at time of delivery.

The Wheel loader shall have no more than 25 hours upon delivery.

If a drive out allowance is offered, it shall be shown as a separate deduct amount in the bid response, complete with details explaining the drive out procedure.

Delivery Guaranteed within _____ days

6.3 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____% - _____ Days, Net _____

6.4 References

List the names and addresses of four (4) customers, for whom the bidder has provided similar equipment as specified, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: _____
Company Address: _____
Company Phone: _____
Contact Person: _____
Dates: _____

Company Name: _____
Company Address: _____
Company Phone: _____
Contact Person: _____
Dates: _____

Company Name: _____
Company Address: _____
Company Phone: _____
Contact Person: _____
Dates: _____

Company Name: _____
Company Address: _____
Company Phone: _____
Contact Person: _____
Dates: _____

6.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

A. Current Purchase

Item	Quantity	Description	Bid price
1.	1 ea	Wheel loader, 28,000 lb. with Waste Handling Package Yr/Make/Mode: _____ _____	\$ _____
2.	1 lt	Guaranteed 3-year /6000 hr guaranteed repurchase price for Wheel Loader.	(\$ _____)
Total bid price (1-2)			\$ _____

B. Future Purchase Option (may be exercised within eighteen (18) months of bid award)

Item	Quantity	Description	Bid price
1	1 ea	Current model Wheel Loader, 28,000 lb, Waste Handler Yr/Make/Model: _____	\$ _____
2.	1 lt	Guaranteed 3 year/6000 hr guaranteed repurchase price for Wheel Loader.	(\$ _____)
Total bid price (1-2)			\$ _____

C. Options (may be used in evaluation)


1. Extended power train warranty, 5 years/6,000 hr \$ _____/ea
2. Software and cable/connectors to down load Loader computer \$ _____/ea

D. Dealer Recommended Options

1. \$ _____
2. \$ _____
3. \$ _____
4. \$ _____
5. \$ _____

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED			
Do Not Delay – Deliver Immediately			
U R G E N T	 King County	King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598	U R G E N T
	Bid No.	IT13112- AAB	
	Bid Title	Loader, Wheeled, Waste Handler, 28,000 lb	
	Due Date		
	Vendor		

Attachment A

Invitation to Bid 13112-AAB

King County Contracting Opportunities Program For Goods and Services Contracts

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at 206-205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business

SEDB Certification Number

Owner Signature

Contact Person Name, Phone Number

Contact Person Email

Attachment B

PERFORMANCE BOND

(COMPANY NAME)

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (“Principal”) and
_____ (“Surety”) a corporation legally doing
business in the State of Washington, are held and firmly bound unto the State of Washington and King County
in the sum of _____ DOLLARS, for the payment of which sum
we do bind ourselves, and each of our heirs, executors and administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, THAT,
Whereas, the Principal entered into a certain written contract, number _____, with KING
COUNTY, dated the _____ day of _____, 20____,
for: _____

(“equipment”), and Guaranteed repurchase price of: \$_____

Within _____ years after the date of delivery or before _____ operating hours, whichever occurs first.

WHEREAS, the said contract provides for an established guaranteed repurchase price for the equipment upon
compliance with certain stipulated conditions, and

WHEREAS, King County requires and the Principal agrees to issue this bond in support of the above
mentioned guarantee(s).

NOW THEREFORE, the condition of this obligation is such that, if the above bounden Principal shall well and
truly keep, do and perform the duties required of the surety as set forth in the said contract and in the manner
specified therein, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to
the Principal.

Sign and Sealed this _____ day of _____, 20_____.

Principal

Surety

By: _____
NAME

By: _____
Attorney-in-fact

TITLE

Approved as to Form:

By: _____
Deputy Prosecuting Attorney